

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA (TO BE DETERMINED UPON CONTRACT AWARD)

Accounting Commitment No:	TBD
Appropriation:	TBD
Object Class:	TBD
Office Code:	TBD
CAN:	TBD
Amount:	TBD

G.2 PAYMENTS – INVOICES - Firm Fixed Price Contracts (AUG 2013)

- a. **GENERAL:** The Contractor may submit to the Government an invoice for payment in accordance with the instructions below.
- b. **METHOD OF PAYMENT:** CMS shall only make an electronic payment of invoices in accordance with FAR 52.232-33, Payments by Electronic Funds Transfer – System for Award Management. In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management. Failure to register in SAM may prohibit CMS from making payments to your organization.

ADDRESS CHANGES: The contractor shall notify CMS' Division of Accounting Operations of all EFT and address changes in SAM via the following email address: CCRChanges@cms.hhs.gov.

- c. **CONTENT OF INVOICE** - Invoices shall include, at a minimum:
- Contractor's name and address;
 - Contractor's Tax Identification Number (TIN);
 - Contractor's DUNS Number;
 - Invoice date;
 - Invoice Number to include the designation of the Contract Payment Category Type as follows: **Contract Payment Category Type II**
 - Contract and Order Number, as applicable;
 - Contract line item number and/or Subcontract line item number;
 - Description, quantity, unit of measure, unit price and extended price of the items actually delivered or services rendered;
 - Shipping and payment terms;
 - Terms of any discount for prompt payment offered;
 - Other substantiating documentation or information as required by the contract;
 - Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
 - Name, title, phone number of person to notified in the event of a defective invoice; and,

- Period of performance or delivery date of goods or services provided.

d. MAILINGS: Invoices shall be submitted as follows:

- 1. ELECTRONIC MAIL:** The contractor shall submit an electronic copy of the invoice to both of the following individuals:
 - Contract Specialist – xxxx.xxxxx@CMS.HHS.Gov; and
 - COR - xxxx.xxxxx@CMS.HHS.Gov.
- 2. REGULAR MAIL:** An original and one (1) hard copy shall be submitted to the address below:

Department of Health & Human Services
Centers for Medicare & Medicaid Services
OFM/Division of Accounting Operations
P.O. Box 7520
Baltimore, MD 21207-0520

- 3. OVERNIGHT MAIL:** If the contractor chooses to use an overnight mail carrier, the original and one (1) hard copy of the invoice shall be submitted to the address below:

Department of Health & Human Services
Centers for Medicare & Medicaid Services
OFM/Division of Accounting Operations
7500 Security Boulevard/Mailstop: C3-11-03
Baltimore, MD 21244-1850

e. PAYMENTS: The Government shall make payment of all invoices in accordance with

- FAR 52.232-1 Payments, and
- FAR 52.212-4 Contract Terms and Conditions – Commercial Items (If applicable)

upon acceptance by the Contracting Officer's Representative (COR) in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval, as appropriate.

Reimbursement for invoices submitted under this contract shall be made not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor in the copies requested at the paying office designated above. Any discrepancies determined as a result of the audit could delay the processing of the invoice and may result in the invoice being returned to the Contractor for corrections.

f. INTEREST ON OVERDUE PAYMENT

The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of an invoice by the Division of Accounting Operations.

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

TBD

The Contracting Officer's Representative (COR) is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) providing technical direction in accordance with Section G-6; and, (7) reviewing of invoices/vouchers.

The COR does not have authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Contracting Officer's Representative (COR) designation.

G.4 TECHNICAL DIRECTION

a. Performance of the work under this contract shall be subject to the technical direction of the COR. The term "Technical Direction" is defined to include, without limitation, the following:

1. Directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
2. Provision of information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
3. Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b. Technical direction must be within the general Statement of Work stated in the contract. The Contracting Officers Representative does not have the authority to, and may not issue, any technical directions which:

1. Constitutes an assignment of additional work outside the general Statement of Work of the contract.
2. Constitutes a change as defined in:

52.243-1 CHANGES - FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

3. In any manner causes an increase or decrease in the total estimated contract cost, fixed-fee, or the time required for contract performance.
 4. Change any of the expressed terms, conditions, or specifications of the contract.
- c. All technical direction shall be issued in writing by the Contracting Officers Representative or shall be confirmed by him/her in writing within 5 working days after issuance.
 - d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Contracting Officer Representative in the manner prescribed by this article and within his/her authority under the provisions of this article.
 - e. If, in the opinion of the Contractor, any instruction or direction issued by the COR is within one of the categories as defined in (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract, accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

G.5 CONTRACTING OFFICER RESPONSIBILITY

In accordance with FAR 52.202-1 Definitions (JUL 2004), the term Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority delegated by the Contracting Officer.

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the ONLY individual authorized to:

- a. enter into and commit/bind the Government by contract for supplies or services;
- b. accept nonconforming work or waive any requirement of this Contract;
- c. authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract, and
- d. modify any term or condition of this Contract, i.e., make any changes in the Statement of Work; modify/extend the period of performance; change the delivery schedule.

G.6 CONTRACTOR PAST PERFORMANCE EVALUATION(S) (OCT 2014)

a. General:

In accordance with Federal Acquisition Regulation (FAR) 42.15, Contractor Performance Information, past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Additional interim performance evaluations may be prepared at Contracting Officer discretion, as necessary.

CMS will utilize the Contractor Performance Assessment Reporting System (CPARS), the Governmentwide evaluation reporting tool for all past performance reports on contracts and orders, as appropriate. CPARS is a secure Internet website located at <https://www.cpars.gov>.

b. **CPARS Process:**

1. **CPARS Training:** Contractors may obtain CPARS training material and register for on-line training <https://www.cpars.gov>.
2. **Post-Award Contract Registration:** CMS is responsible for registering the contract in CPARS within 30 calendar days of contract award. The Contractor shall:
 - i. Designate at least one (1) point of contact that will be responsible for serving as the Contractor's Representative (CR). Additional CRs may also be identified; and,
 - ii. Provide the CMS Contract Specialist with the name(s) and email address(es) of the CPARS point(s) of contact.

Once CMS registers the contract in CPARS, the CR(s) will receive an automated CPARS email message that contains User IDs and instructions for creating a password for future past performance evaluation processing.

3. **Interim, Annual and Final Past Performance Evaluation Reports:**

- a. **Issuing the Evaluation:** Once the CMS Assessing Official (AO) issues an evaluation to the Contractor in CPARS, the CR(s) will receive an email instructing them to login to CPARS to review the evaluation.
- b. **Contractor Comments:** The CR has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the AO. The CR has a total of 60 days following the AO's evaluation signature date to submit comments. If the CR submits comments within the first 14 days following the AO's signature date and the AO closes the evaluation, the evaluation will become available in Past Performance Information Retrieval System - Report Card (PIRS-RC) within 1 day.

On day 15 following the AO's evaluation signature date, the evaluation will become available in PPIRS-RC with or without CR comments and whether or not it has been closed by the AO. If no CR comments have been sent and the evaluation has not been closed, it will be marked as "Pending" in PPIRS-RC.

If the CR sends comments at any time prior to 61 days following the AO's evaluation signature date, those comments will be reflected in PPIRS-RC within 1 day. On day 61 following the AO's evaluation signature date, the CR will be "locked out" of the evaluation and may no longer send comments.

G.7 HHSAR 352.242-70 KEY PERSONNEL (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the

Contractor or Government.

All proposed substitutions must be submitted, in writing, to CMS at least thirty (30) days prior to the proposed substitution or as soon as reasonably known. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions must have qualifications equal to or greater than the person(s) being replaced.

When key personnel positions are vacated due to unforeseen circumstances, a proposed replacement shall be submitted in writing for approval no later than 30 calendar days from the date the position was vacated. Interim replacements should be identified when a permanent replacement cannot be identified within this time frame. The Centers for Medicare & Medicaid Services (CMS) may consider a 60-day interim replacement until a permanent replacement is secured.

The following individual is considered "key" under this contract:

NAME	LABOR CATEGORY
TBD	Project Director

All other key personnel will be designated in each individual Task Order.

G.8 SUBCONTRACT CONSENT

(a) For the purposes of this contract, consultants are considered subcontractors.

(b) To facilitate the review of a proposed subcontract by the Contracting Officers Representative and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 (JUN 2007) entitled, "Subcontracts" and FAR Clause 52.244-5, "Competition in Subcontracting (DEC 1996) to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the Contracting Officers Representative's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(c) Consent is hereby granted to the following subcontracts:

TBD

G.9 SUBCONTRACTING REPORTING (ONLY FOR LARGE BUSINESSES)

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (eSRS) via the internet at <http://www.esrs.gov>. The Individual Subcontracting Report (ISR), formerly SF294, shall be submitted as follows:

Reporting Period	Report Due	Due Date
Oct 1 – Mar 31	SF 294 (ISR)	Apr 30
Apr 1 – Sept 30	SF 294 (ISR)	Oct 30
Oct 1 – Sept 30	SF 295 (SSR)	Oct 30
Contract Completion	OF 312 (If required)	30 days after completion

G.10 SUBCONTRACTING PROGRAM FOR SMALL AND DISADVANTAGED BUSINESSES

In accordance with FAR 19.704, Subcontracting Plan Requirements, the subcontracting plan submitted for work under this contract with small, disadvantaged, woman-owned, HUBZone, veteran-owned and service-disabled veteran-owned small business concerns, shall be approved by the Contracting Officer and incorporated as Attachment J of this contract and made a part hereof. Contractors should strive to achieve the following Dept. of Health and Human Services minimum small business utilization goals when developing its small business subcontracting plan:

Small Business	33%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
HubZone	3%
Veteran Owned Small Business	3%
Service Disabled Veteran Owned Small Business	3%

G.11 USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

Any data given to the Contractor by the Government shall be used only for the performance of the contract unless the Contracting Officer specifically permits another use, in writing. Should the Contracting Officer permit the Contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and if such use could result in a commercially viable product, the Contracting Officer and the Contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the Contracting Officer may negotiate any other benefits he/she determines are adequate compensation for the use of these data.

Upon the request of the Contracting Officer or the expiration date of this contract, whichever shall come first, the Contractor shall, upon instructions from the Contracting Officer, return or destroy all data given to the Contractor by the Government. However, the Contracting Officer may direct that the data be retained by the contractor for a specific period of time, which period shall be subject to agreement by the Contractor. Whether the data are returned, retained, or destroyed shall be the decision of the Contracting Officer with the exception that the Contractor may refuse to retain the data. The Contractor shall retain no data, copies of data, or parts thereof, in any form, when the Contracting Officer directs that the data be returned or destroyed. If the data are to be destroyed, the Contractor shall directly furnish evidence of such destruction in a form the Contracting Officer shall determine is adequate.

G.12 DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION

- a. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.
- b. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.

- c. Any questions about use or release of the data or information or handling of material under this contract shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.
- d. Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determination, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.
- e. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the COR before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.
- f. The COR review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.
- g. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the COR shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the COR may insist that the presentation contain, in a manner of equal importance, materials which show the government's problem with the presentation.
- h. The Contractor agrees to acknowledge support by CMS whenever reports of projects funding, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgement substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number [], entitled, "[]," sponsored by the Centers for Medicare & Medicaid Services, Department of Health and Human Services."

Any deviation from the above legend shall be approved, in writing, by the Contracting Officer.

G.13 DATA TO BE DELIVERED

- a. Any working papers, interim reports, data given by the Government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.

- b. In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not subject data to be delivered under this contract.

G.14 PROPERTY ADMINISTRATION

- a. General:

The CMS Contract Property Administrator, Property and Distribution Management Section, Division of General Services, at (410) 786-6462, located at 7500 Security Blvd., Baltimore, Md. 21244, is hereby designated the property administration function for this contract. The Contractor agrees to furnish information regarding Government Property to the Property Administrator in the manner and to the extent required by the Property Administrator, his duly designated successors, and in accordance with FAR Part 45 and DHHS Manual entitled, Contractor's Guide for Control of Government Property, (2007).

If equipment is procured in order to provide services, CMS will retain title to the equipment. CMS must be notified as part of the itemized billing arrangement if there is an equipment acquisition, included in the cost of the contract.

All original tapes, video, CD ROM(s), manual, brochures, pamphlets shall remain the property of the CMS. The Contractor shall provide to CMS all final, complete and editable web-based training course files.

This will be determined on a Task Order level.

G.15 OMBUDSMAN

The name and address of the agency contract ombudsman are:

Timothy Love
Chief Operating Officer
7500 Security Blvd.
Baltimore, MD 21244